

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

FELIPPE MARCUS,

Plaintiff,

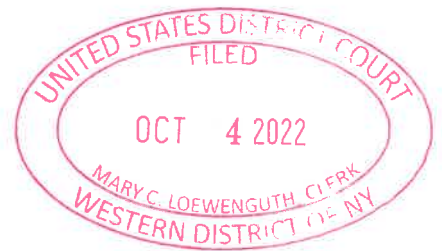
vs.

CITY OF BUFFALO,
OFFICER CALVIS McKNIGHT,
OFFICER VINCENT HUMPHREY,
COMMISSIONER BRYON LOCKWOOD,
LIEUTENANT RONNY BLATCHFORD,
THOMAS LYNCH,
TYLER FONVILLE,
AARON WATKINS,
JOSEPH JUSZKIEWICZ,

Defendant (s)

1:20-cv-00316-JLS

Honorable: John L. Sinatra Jr.



PLAINTIFFS' PROPOSED OUT
OF COURT SETTLEMENT

NOW COMES Plaintiff FELIPPE MARCUS, agrees' and stipulate, that the prospective relief set forth in this Consent is narrowly drawn, extends no further than necessary to correct the violation of the Plaintiffs' federal rights set forth in his Complaint, and is the least intrusive means necessary to correct these violations.

The parties agree and stipulate, [r]elease and discharge all named Defendants', the City of Buffalo and each of its current or former officers, agents, servants, employees, successors, legal representatives and assigns, from any and all actions, causes of action, suits, claims, controversies, damages and demands of every nature and kind, including attorneys fees and costs, monetary and equitable relief, **whether known or unknown, which he had or now has or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of [the] Agreement, arising**

out of, or in any way related to the incidents or circumstances which formed the basis for the above referenced civil action[s]; including such actions as may have been or may in the future have been brought in the federal courts, Court of the State of New York or any other state or forum, any state or federal administrative agency, or before the claims commissioner. Th[e] release shall include but is not limited to all causes of action alleging violations of [Marcus's] state and/or federal constitutional rights, his rights arising under the statutes and laws of the United States, the State of New York or any other state, any other source of rights that may exists, and such causes of action as may be available under the common law, to the date of th[e] Agreement.

The parties agree and stipulate, that this Consent will not have an adverse impact in public safety or the operation of a criminal justice system. Accordingly, the parties agree and stipulate, and hereby finds, that this Consent complies in all reports with the provisions of 18 U.S.C. § 362(a).

Based upon the evidence that I can prove, a rational jury could find that the use of a unauthorized weapon under these circumstances was unreasonable. First, the severity of the alleged crime, misdemeanor was minimal. Second, a rational jury could conclude Plaintiff's cooperative behavior during the detention, that Plaintiff did not pose a serious threat to the Officer's or others' safety. The officers' conduct during Plaintiffs' detention as captured on the video - - - could reasonably support an assault. Furthermore, the pace of events could reasonably lead to the conclusion that the latitude Graham v. Connor, 490 U.S. 386, 109 S.Ct. 1865, 104 L.Ed.2d 443 (1989), requires for split - second police judgments in "tense, uncertain, or rapidly evolving" situations was not warranted here. See Graham, 490 U.S. at 397.

Because a rational jury - - drawing all reasonable inferences from the facts alleged -- could conclude the assault was unreasonable under the circumstances, under Graham, the officers' conduct violated Plaintiffs' Fourth Amendment rights.

Hence, I am willing to settle out of court, for the illegal selling of my car, and the illegal use of weapon, excessive force, failure to return over three thousand dollars, and the failure of the other officer to intervene and assault and battery, and the injuries suffer plus the four (4) days in the hospital, for Compensatory \$850,000 and \$250,000 in punitive damages.

Agreeing to such as you know will bring this lawsuit to an end. Plus avoid your enormous risks and work involved in going to trial, and allowing a jury to see that damaging video over and over.

This Consent is not intended to have any preclusive effect except between the parties in this action.

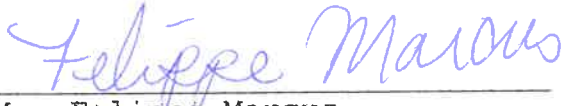
I am also willing to consider any settlement offer made by you, on behalf of your Defendants'.

Well, Sir, think this offer over. I am looking forwarded to hearing your proposed out of court settlement. Also, I am mailing a copy of this proposal to the mediator:

Florina Altshiler
Russo & Toner LLP
12 Fountain Plaza, Suite 600
Buffalo, New York 14202

Dated: 10-08-2022

Sincerely,



Mr. Felipe Marcus
In Propria Persona